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IN THE

Supreme Court of the United States

October Term, 1952

No. 517.

OLIVE B. BARROWS, RICHARD PIKAAR and M. M. O'GARA,
Petitioners,

vs.

LEOLA JACKSON,
Respondent.

Stipulated Consent to File Brief as Amici Curiae and Brief of Amici Curiae.

GERWITZ, SEEGERS & LEE,
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STIPULATED CONSENT TO FILE BRIEF AS AMICI CURIAE.

It is hereby stipulated and agreed pursuant to Rule 27(9)(a) and (b) of the Revised Rules of the Supreme Court of the United States that the following named organizations may file their brief as *amici curiae* urging that the petition for a writ of certiorari filed in this Court by the above named petitioners be granted:

Marcus Avenue Improvement Ass'n,
West Walnut Manor Ass'n,
Northwest Business Men's Ass'n,
O'Fallon Park Protective Ass'n,
North St. Louis Business Men's Ass'n,
Northwest Improvement Ass'n,

North Point Improvement Ass'n,
Northwest Protective Ass'n,
Mark Twain Improvement Ass'n,
Chouteau-Lindell Improvement Ass'n,
Walnut Park Protective Ass'n,
Property Owners League of St. Louis.

Dated January 12, 1953.

Respectfully submitted,

JOHN C. MILES,
J. WALLACE MCKNIGHT, and
CHARLES LELAND BAGLEY,
By CHARLES LELAND BAGLEY,
Counsel for Petitioners,

LOREN MILLER,
Counsel for Respondent,

GERWITZ, SEEGERS & LEE,
By G. L. SEEGERS,
Counsel for Amici Curiae.

IN THE

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Respondent.

BRIEF OF AMICI CURIAE.

This brief is filed on behalf of the Members of the following organizations, *amici curiae*, pursuant to stipulated consent of all parties and Rule 27(9)(a) and (b) of the Revised Rules of the Supreme Court of the United States:

Marcus Avenue Improvement Ass'n,
West Walnut Manor Ass'n,
Northwest Business Men's Ass'n,
O'Fallon Park Protective Ass'n,
North St. Louis Business Men's Ass'n,
Northwest Improvement Ass'n,
North Point Improvement Ass'n,
Northwest Protective Ass'n,
Mark Twain Improvement Ass'n,
Chouteau-Lindell Improvement Ass'n,
Walnut Park Protective Ass'n,
Property Owners League of St. Louis,

Statement of Interest of Amici Curiae.

The *amici curiae* above listed are corporate organizations of home owners in the City of St. Louis, Missouri. Representing almost 100,000 citizens of the State of Missouri, residing in northwest St. Louis, the listed organizations were those most vitally concerned with and most seriously affected by the decision in *Shelley v. Kraemer*, 334 U. S. 1. Practically all of the homes of these citizens were subject to the contractual liens resulting from mutual agreements and promises freely and willingly entered into. Certificate of title to their properties still reflect the restrictive provisions of the contracts. Whether a sale to an excluded buyer constitutes a breach subjecting them to damages is a matter of utmost importance.

Reasons in Support of Review in the Above Case.

Persons, members of the above listed organizations, are in a state of hopeless confusion as to their rights and duties flowing from the existence and semi-effectiveness of "valid" contracts which are specifically unenforceable by injunction but which still may impose liability to civil damages if breached. Neither attorneys nor the Supreme Court of Missouri are able to determine the answers to the many questions left unanswered by this Court in the *Shelley* case, and unanswered by the several State courts considering the matter.

The Supreme Court of Missouri, in *Weiss v. Leaon*, 359 Mo. 1054, 225 S. W. 2d 127, expressed doubt as to the proper extension and application of the rulings in

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Respondent.

BRIEF AMICI CURIAE.

This brief is filed on behalf of the members of the following organizations, *amici curiae*, pursuant to stipulated consent of all parties and Rule 27(4)(a) and (b) of the Revised Rules of the Supreme Court of the United States:

Affiliated Neighbors.
Angeles Mesa Neighbors Association.
Annandale District Improvement Association.
Associated Neighbors.
Chesterfield Square Association.
Citizens United, Inc.

the *Shelley* case; and in the same case specifically held that the plaintiff's petition, grounded on allegations similar to those in the above case, stated a cause of action in damages for breach of contract.

Such uncertainty in a matter so vital as a contract involving rights in one's own property should not be permitted to exist. Only a clear-cut determination, by the Supreme Court of the United States, of the questions presented in the above case can bring certainty where uncertainty now exists and bring an end to useless and repetitious litigation in State Courts.

These *amici curiae* respectfully pray the Supreme Court of the United States to grant the petition for certiorari sought to issue to the District Court of Appeal of the State of California, Second Appellate District.

Dated January 12, 1953.

Respectfully submitted,

GERWITZ, SEEGERS & LEE,

By G. L. SEEGERS,

Attorneys for Amici Curiae.